

TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM: 6a-1

DATE: August 01, 2014
SUBJECT: New Police Vehicle
DEPARTMENT: Police

BACKGROUND

The Town is currently in the process of replacing a patrol vehicle in its inventory. Currently, the Police Department has a fleet of nine marked patrol vehicles. One of which is used primarily for private duty or in an emergency, as spare vehicle. Once this new vehicle has been made we will be transferring one of our older vehicles to DPW to be repurposed or sold.

Ford Motor Company no longer manufactures the traditional Crown Victoria patrol vehicle and has transitioned to the new Police Interceptor series.

After testing several vehicles, we have decided that the best option to meet the needs of our department would be the 2014 Ford Utility Interceptor which is an all-wheel drive vehicle. Included in the purchase price is a single person prisoner compartment, a rear sensor system, vinyl wrap (black and white) package and a Setina aluminum push bar (used for moving disabled vehicles). For a total cost of \$29,463.35.

MHQ, a Connecticut based company, currently holds a state contract for these vehicles (#12PSX0194) and I am recommending that Town Council authorize the Town to purchase off of this contract.

RECOMMENDED MOTION

Resolved that the Finance Director be authorized to procure goods and services from MHQ of 750 Newfield Street Middletown, CT in accordance with State of CT contract #12PSX0194.

ALTERNATIVE ACTIONS

Bid for vehicle purchase.

FISCAL IMPACT

The new vehicles estimated cost would be \$29,463.35 and will be funded from the Police Capital Projects account.

TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM: 6a-2

DATE: August 05, 2014
SUBJECT: New Police Vehicle
DEPARTMENT: Police

BACKGROUND

The Town is currently in the process of replacing one of the two full size sport utility patrol vehicles in its inventory. Currently, the Police Department has a fleet of nine marked patrol vehicles. Two of those nine vehicles are full size, 4-wheel drive, sport utility vehicles (Ford Expeditions). These vehicles are used predominantly by shift supervisors. However, in the winter months, as soon as the inclement weather sets in, the two 4-wheel drive vehicles run 24/7 on all three shifts. This vehicle is also used to tow the police boat. The emergency lights and siren will be transferred from the existing vehicle within our fleet for a cost savings measure.

As we transition our fleet, over the next few years, to the all-wheel drive vehicles we will reevaluate our department needs to see if we can reduce our fleet to one 4-wheel drive vehicle.

This total price of \$30,758.50 includes a trailer tow package, spotlight and black and white vinyl wrap package.

Interstate Ford Truck Sales Inc. a Connecticut company, currently holds a state contract for these vehicles (#10PSX0239) and I am recommending that Town Council authorize the Town to purchase off of this contract.

RECOMMENDED MOTION

Resolved that the Finance Director be authorized to procure goods and services from Interstate Ford Truck Sales Inc. 45 Brainard Rd. Hartford, CT 06114 in accordance with State of CT contract #10PSX0239.

ALTERNATIVE ACTIONS

Bid for vehicle purchase.

FISCAL IMPACT:

The new vehicles estimated cost would be \$ \$30,758.50 and will be funded from the Police Capital Projects account.

**THE LOWER CONNECTICUT RIVER VALLEY COUNCIL OF GOVERNMENTS
MULTI-JURISDICTION NATURAL HAZARD MITIGATION PLAN
CERTIFICATE OF ADOPTION**

Town of East Hampton, Connecticut

WHEREAS, the Town of East Hampton has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of - only those natural hazards profiled in the plan (i.e. flooding, thunderstorm, high wind, winter storms, earthquakes, and dam failure), resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of East Hampton, has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan under the requirements of 44 CFR 201.6; and

WHEREAS, public and committee meetings were held between June 16, 2009 and December 1, 2011 regarding the development and review of the Multi-Jurisdiction Natural Hazard Mitigation Plan; and

WHEREAS, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedure for the Town of East Hampton and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of East Hampton, with the effect of protecting people and property from loss associated with those hazards; and

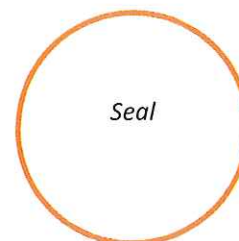
WHEREAS, adoption of this Plan will make the Town of East Hampton eligible for funding to alleviate the impacts of future hazards; now therefore be it

RESOLVED by the Town Council:

1. The Plan is hereby adopted as an official plan of the Town of East Hampton;
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Town Council by the Planning and Zoning Commission.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Town of East Hampton this 13th day of August, 2014.

Sandra M. Wieleba, Town Clerk



PRIVATE ROAD to PUBLIC ROAD PROCESS

OPTION 1 - RESIDENT INITIATED

1. Desire of property owners along private road for continued maintenance by Town
2. Willingness of property owners to deed property to Town
3. Request by the property owners for road acceptance in writing
4. C.G.S. Chap. 126 Sec. 8-24 referral to Planning and Zoning Commission
5. Review by Public Works Department
6. A-2 Survey (as built) showing the road and containing a metes and bounds description of same, and also showing the location of all improvements, including monuments, utility liens, catch basins, drainage systems and structures, public sewage disposal systems and liens, and all water liens which service the road;
7. Review by Public Works Department and Town engineer for minimum maintenance access requirements and deviation from current Road Standards
8. Proposed limits of road, rights of way and easements required for maintenance of road
9. Proposed fully executed warranty deed to the road, containing metes and bounds description of the road, together with applicable tax conveyance statement(s); and maps(limits of road)
10. A Certificate of Title for the road, issued by a member of the Connecticut Bar, disclosing all encumbrances on the road; released or subordinated to the town's interests
11. Proposed fully executed deed to the Town for any drainage easements that apply, together with applicable tax conveyance statement(s);
12. Proposed fully executed deeds for other conveyances to the Town required by the Town, including conservation easements, open space, access and maintenance easements, together with applicable tax conveyance statement(s); backed up by a certificate of title or title policy and should be conveyed clear of any senior encumbrances.
13. Review by the Town Engineer for completion of plan requirements
14. Review by Public Works Department; recommendation to accept road
15. Review all required aforementioned documents by Building, Planning and zoning department
16. Council approval

OPTION 2 - COUNCIL INITIATED

1. Desire of Town Council to continue maintenance of Private Road
2. Desire of Town Council to accept as public road
3. Notification of Town's intent to make road public by eminent domain
4. C.G.S. Chap. 126 Sec. 8-24 referral to Planning and Zoning Commission
5. Review by Public Works Department
6. A-2 Survey (as built) showing the road and containing a metes and bounds description of same, and also showing the location of all improvements, including monuments, utility liens, catch basins, drainage systems and structures, public sewage disposal systems and liens, and all water liens which service the road;
7. Review by Public Works Department and Town engineer for minimum maintenance access requirements and deviation from current Road Standards
8. Proposed limits of road, rights of way and easements required for maintenance of road
9. Proposed fully executed warranty deed to the road, containing metes and bounds description of the road, together with applicable tax conveyance statement(s); and maps(limits of road)
10. A Certificate of Title for the road, issued by a member of the Connecticut Bar, disclosing all encumbrances on the road; released or subordinated to the town's interests
11. Proposed fully executed deed to the Town for any drainage easements that apply, together with applicable tax conveyance statement(s); backed up by a certificate of title or title policy and should be conveyed clear of any senior encumbrances.
12. Proposed fully executed deeds for other conveyances to the Town required by the Town, including conservation easements, open space, access and maintenance easements, together with applicable tax conveyance statement(s).
13. Review by the Town Engineer for completion of plan requirements
14. Review by Public Works Department, recommendation to accept road
15. Review all required aforementioned documents by the Building, Planning and zoning department
16. Council approval

Purpose

In recognition that buildings, infrastructure, and major equipment are the physical foundation for providing services to the residents of the Town of EAST HAMPTON, a multi-year Capital Improvement Program (CIP) is prepared and reviewed annually. The purpose of the CIP is to budget for the acquisition, replacement or renovation of major capital/fixed assets. These items are generally not of a recurring nature and not included in the regular operating budget process. Careful planning during this process is critical to the procurement, construction, and maintenance of capital assets to meet the needs and activities of the Town. The General Fund, through the annual operating budget, is the primary funding source for the CIP and therefore plays an integral role in the development of the program. Proper planning and funding will mitigate budget fluctuations year over year.

A comprehensive capital plan will help ensure the future financial discipline and funding stability of the Town and systematically provide efficient delivery of public services to citizens and businesses.

Capital/Fixed Assets are categorized as follows:

- Land
- Land Improvements
- Buildings and Improvements
- Machinery and Equipment
- Infrastructure

The following Capital/Fixed Asset items are to be included in the Town's annual operating budget:

- Fixed assets that cost less than ~~\$10,000~~ (\$5,000/\$10,000) and are of a recurring nature and acquired each year
- ~~Fixed assets that are of a recurring nature and acquired each year~~

Definitions

1. The **Capital improvement program** is defined as a plan for capital expenditures over a multi-year period to meet identified improvements in capital assets.
2. The **Capital Budget** is the first year of a five year plan for capital expenditures to be incurred over a given fiscal year from funds appropriated through the annual budget process for projects scheduled in the same year.
3. **Capital Equipment** is defined as any item that has an expected life of ~~five (5)~~ 3 (or more) years or more and a purchase price in excess of \$5,000. Items costing less than \$5,000 and lasting less than five (5) years are to be purchased from material and supply accounts. The purchase price includes any costs of acquisition or transportation of the item or other costs associated with the installation or placing it into service. The expected life for a piece of equipment is that period of time for which it will be useful in carrying out operations without major repair to its physical condition. Generally, capital equipment includes, but is not limited to, furniture and fixtures, machinery and motor vehicles.
4. **Capital Projects** are the improvements that make up the capital budget. Each project has a specific purpose, justification and cost. Projects propose physical improvements in different elements of the Town's infrastructure. Improvements include but are not limited to: construction, reconstruction, rehabilitation, modification, renovation, expansion, replacement, extension of streets, bridges, buildings, sidewalks, playgrounds, lights and acquisition of land, buildings with associated relocation, demolition and improvements such as landscaping, fencing and paving.
5. **Sinking Fund** is defined as an account composed of the accumulation of sums of money set aside periodically to provide a definite amount for a specific purpose at a certain future date. Annual calculations are equal and are calculated by dividing the total amount required by the number of years during which the figure must accumulate.

Criteria

The following Capital/Fixed Asset items are to be included for consideration in the Town's Capital Improvement Program (CIP):

- The acquisition of and improvements to assets that cost \$10,000 or more and,
- The Capital/Fixed Assets, or improvements, that have an anticipated life expectancy of five years or more. Most non-recurring major expenditures are the result of the Town's acquisition of capital items that form the physical foundation for municipal services such as land, buildings, infrastructure improvements, machinery and equipment. However, there can be major expenditures for non-capital items that can be anticipated on a recurring and periodic basis and require significant funding. In addition to the above items, the following proposed expenditures may be considered in the CIP, although they may not constitute capital/fixed assets with useful lives of five years or more.
- Property revaluation required by the Connecticut General Statutes
- Technology programs and systems
- Sinking fund contributions ~~for debt~~
- ~~Sinking fund contributions for repairs to major fixed assets~~

These items and other similar items that may require significant funding of \$10,000 or more, and are not anticipated to be acquired each year, may be appropriate to be included in the CIP process.

The annual road paving program can be anticipated on a recurring basis; however, it requires funding of significantly more than \$10,000 and should be included in the CIP process.

This CIP provides for a five-year plan of acquisition, renovation, replacement and construction of the items included in the capital budget and includes a planning, budgetary and financing process.

Assets in excess of \$10,000 not precluded from acquisition in the general fund or other special revenue fund.

CAPITAL IMPROVEMENT COMMITTEE

MEMBERSHIP

The Capital Improvement Committee shall be composed of ~~one member of the Town Council, one member of the Board of Finance, and one member of the Board of Education~~ two (2) members of the Town Council, two (2) members of the Board of Finance and one (1) member of the Board of Education with minority representation.

Committee assignments shall be determined by the board chair. The Town Finance Director, Town Manager and Superintendent of Schools shall be ex-officio Committee staff members without the right to vote.

ROLES & RESPONSIBILITIES

The Committee shall study proposed capital projects and improvements involving major non-recurring tangible assets and projects which: 1) are purchased or undertaken at intervals of not less than five years; 2) have a useful life of at least five years; and 3) cost over \$10,000. All town departments, boards and committees, including the Board of Education, shall, by ~~December~~ September 1st of each year, give to the Town Manager who shall forward to the Committee information concerning all anticipated projects requiring action during the ensuing five years. The Committee shall consider the relative need, impact, timing and cost of these expenditures and the effect each will have on the financial position of the town. No appropriation shall be voted for a capital improvement requested by a department, board or commission unless the proposed capital improvement is considered by the Committee.

The Committee shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, and a Capital Improvement Program including recommended capital improvements for the following four fiscal years. The report shall be submitted to the Board of Finance for its consideration and recommendation. The Board of Finance shall submit its recommended Capital Budget to the Town Council for approval (see Exhibit A).

Such Capital Improvement Program, after its adoption, shall permit the expenditure on projects included therein of sums from departmental budgets for surveys, architectural or engineering advice, options or appraisals; but no such expenditure shall be incurred on projects which have not been so approved by the town through the appropriation of funds in the current year or in prior years, or for preliminary planning for projects to be undertaken more than five years in the future.

The Committee's report and the Town Council's recommended Capital Budget shall be published and made available in a manner consistent with the distribution of the annual Town budget report. The Committee shall deposit its original report with the Town Clerk.

CAPITAL IMPROVEMENT PROGRAM TIMING/SCHEDULE

As part of the annual budget process, the CIP will be prepared, presented and acted upon in accordance with the following schedule:

No later than September 1	Department, board or agency shall submit a proposed five year CIP to the Town Manager
No later than October 1	Town Manager shall provide a five year planning document to the Capital Improvement Committee summarizing department proposals for capital improvements, a recommendation of items to be included in the CIP, project priorities for the following fiscal year and proposed method/sources of funding for all recommended projects.
On or about November 1	The Capital Improvement Committee shall receive, review and recommend the 5 year CIP. The plan will then be forwarded to the Board of Finance
On or about December 1	Board of Finance shall recommend CIP to Town Council
No later than January 1	Town Council adopts the CIP for the following fiscal year
Quarterly CIP meetings	The Capital Improvement Planning Committee shall meet at least quarterly to review and discuss current and proposed capital projects.

The Town Manager will provide the Town Council periodic CIP status reports throughout the year and present detailed project status reports or design plans on an as needed basis in accordance with the applicable project schedule.

IDENTIFICATION OF NEEDS

Capital Improvement items are considered on the basis of need and value to the community. Annually, each department, board or agency shall submit a proposed five year CIP to the Town Manager in accordance with the CIP schedule. Requested items shall include acquisition of capital assets, new construction, major renovations and improvements to municipal facilities, purchase of machinery and equipment and other items that satisfy the CIP criteria. Capital improvement proposals received outside of the formal CIP process from departments, citizens, agencies or organizations shall be forwarded to the Town Manager for review and recommendation to the Capital Improvement Committee, Board of Education, Board of Finance and Town Council as

applicable.

Items that are to be included in the Capital Improvement Program include the following with an estimated cost of \$10,000 or more and have a useful life of not less than five years:

- Purchase of Land and Development Rights
- Construction of New Buildings
- Land and Building Improvements and Renovations
- Machinery and Equipment
- Infrastructure Improvements (streets, sewers, sidewalks, etc.)
- Vehicles and Construction equipment
- Feasibility Analysis/Design/Cost estimates and other professional services relative to anticipated major projects
- In addition to the above items, the CIP may include certain recurring expenditures/projects that due to their nature and anticipated cost are best appropriated through the CIP (e.g. revaluation or major software acquisition)

All Capital Projects under consideration must be submitted on forms provided by the Finance Department and include the following detail and descriptive information:

1) PROJECT TITLE: Enter the title best describing the project. Be concise, but as descriptive as possible.

2) SUBMITTED BY: Enter the Department, and division, if applicable.

3) CONTACT PERSON: Enter the name and telephone number of the person who can best answer detailed questions about this project.

4) PROJECT DESCRIPTION: Give a full, detailed description of the project. The description must contain enough information to allow for a detailed project cost estimate. If costs are estimated to exceed \$250,000 see "Estimated Costs" on page 5. If the project is construction of a building, specify the following: size; use; type of building; utility type; etc. If it is a street project, specify the following: length; width; whether it is new construction, reconstruction or resurfacing; whether it involves new signals, sewers, and/or sidewalks; etc. Photos and other documentation should also be submitted if they provide relevant information. Any project with insufficient information to develop a cost estimate will not be considered.

5) PROJECT JUSTIFICATION: Support the need for this project. Some of the questions you might want to consider below:

- Does the project meet established standards, codes or mandates?
- Does the project address a Town Council policy initiative or Board of Education goal?
- Does it address a health, fire, safety or security concern?
- Does it serve a segment of the community not currently served?
- Does it foster private investment? How much?
- Does it create jobs? How many? What type?
- Does it support economic development (i.e. tourism)?
- Does the project require additional staffing or operational increases (e.g. grant writer)?
- Does the project create any revenue?
- Do grant funds or other opportunities exist to offset costs?
- What will happen if the Town does not undertake this project?

Use the above and as a guide in submitting justifications.

6) PROJECT LOCATION AND SERVICE AREA: Give a brief description of the community impact the project will have as well as the area it will serve.

7) SIGNATURE: The Department Director must sign the bottom of the form and date it. The signature indicates that the director approves of the submission of the project and agrees with the information provided.

Estimated Costs

Costs shall be estimated for all items requested as part of the five-year Capital Improvement Program. Costs for items requested in years two through five shall anticipate an escalation rate to be determined by the Town Manager and Finance Director at the beginning of the CIP process.

The steps for **major** capital projects in the CIP, those estimated to exceed \$250,000, may be required by the Town Manager and will generally include the following:

- A. Evaluation/feasibility phase, as necessary
- B. Preliminary design and cost estimating phase
- C. Final Design and construction

Subject to the specifics of the project, funding for steps A and B may be combined in the initial request. Cost estimates should include preliminary design fees, final design fees, architectural fees, construction management fees, construction costs, acquisition costs, contingency, escalation, legal and financing fees, including short term interest, and any other costs applicable to the project. The scope and estimated costs of in kind services shall be identified and presented along with the initial cost estimates for the project.

Funding

The Town Council, as part of the annual operating and capital budget process, will review the capital equipment and capital projects included in the CIP as recommended by the Board of Finance. The Town Manager and Finance Director will develop a recommended financing plan, with options, based on total project costs, cash flow, projected method(s) of financing the projects, Capital Reserve fund projections, mill rate and debt service impact on future operating budgets. The Town Council shall review these projections when developing project priorities and the recommended capital program for the following year. The goal is to effectively balance the total of the annual Capital Reserve Transfer and Debt Service requirements to minimize fluctuations in the mill rate in accordance with established guidelines set forth in this document.

An annual financing plan for the multi-year capital improvement plan is critical to the CIP process. Factors to be considered shall include:

- Anticipated revenue and expenditure trends and the relationship to multi-year financial plans
- Cash flow projections of the amount and timing of the capital improvement projects
- Compliance with all established financial policies
- Legal constraints imposed by Town charter or State statute
- Evaluation of various funding alternatives
- Reliability and stability of identified funding sources
- Evaluation of the affordability of the financing strategy, including debt ratios, future budgets and mill rate.

The Capital Improvement Program shall generally be funded as follows:

- A. **Capital Reserve Fund** – The Town will use the Capital Reserve Fund as the primary funding source for capital projects to be funded on a pay as you go basis. The Capital Reserve Fund is primarily funded through an annual appropriation from the General Fund.

Based on factors referenced herein the Town Council shall consider as a general guideline a **minimum** annual appropriation and transfer to the Capital Reserve Fund in an amount equivalent to three percent (3%) of the current adopted operating budget rounded to the next highest \$5,000. In no event shall the annual general fund contribution exceed 2 mills.

Annually the Board of Finance will review the General Fund unassigned fund balance, Capital Reserve unassigned fund balance and other funding requirements and may recommend a transfer of additional funds

to the Capital Reserve Fund. The goal of the Town is to maintain an unassigned balance in the Capital Reserve Fund of an amount equivalent to \$1,000,000, except as needed to meet emergencies. The reserve policy will be reviewed annually and adjusted accordingly as part of the CIP process. Factors to be considered include evaluation of the projects in the multi- year plan, the method of financing and their effect on projected mill rates.

- B. Capital Initiatives Fund** – This fund is primarily used to account for the construction and acquisition of major capital assets. Bond proceeds are the major funding source for projects accounted for in the fund.
- C. Donations/Grants/Loans** – Anticipated contributions from various organizations or groups towards certain Capital Improvement projects, grants and loans will be used in financing the CIP to determine final estimated net cost to the Town.
- D. General Obligation Bonds** – Projects that are anticipated to have a significant expenditure of funds should be considered for referendum and funded through the issuance of general obligation bonds that shall be authorized and issued in accordance with Connecticut statutes and the Town of East Hampton Charter. Projects funded through the issuance of debt must be approved by the Board of Finance, Town Council and Town Meeting. The Town Council may elect to have a project voted on at referendum in lieu of a Town Meeting.

AMENDING THE CAPITAL IMPROVEMENT PROGRAM

Revisions to Approved CIP Projects:

Periodically there will be changes made to the approved CIP Projects that will require extra funding. This could arise from unanticipated inflation, change from the original project description or bids that may push up the original cost estimate. These additional funding requests will be handled as follows:

- 1- The Department or authorized entity responsible for the Project makes an initial determination that additional funds are required for a specific purpose.
- 2- The Department Head submits a written request for additional funding to the Town Manager. This request will include the original Finance Department CIP request form and will include detailed cost differences in the original Project and the revised Project.
- 3- This additional funding can be approved by the Town Manager providing the additional costs do not exceed the greater of \$10,000 or 10% of the original Project cost.
- 4- Should the Project Cost increase be more than \$10,000 or 10% of the original Project cost then the Project must go back to the CIP Committee for their review and approval.

Funding New and Emergency CIP Projects:

Periodically there will be projects that arise suddenly or on an emergency basis. These projects may be recommended by employees, citizens, and members of boards or commissions.

- 1- The Department responsible for the project makes an initial determination that funds are required for a specific purpose.
- 2- The Department Head submits a written request for funds to the Town Manager. This written request is completed on the Finance Department's CIP Fund request form.
- 3- The Town Manager will make a recommendation to the CIP Committee. The Capital Improvement Committee will then make a recommendation that is forwarded to the Board of Finance.
- 4- The Town Manager will prepare a report and resolution for approval from the Board of Finance, Town Council, and Board of Education if needed. This report will be placed on the agenda of the next regular scheduled meeting of the Board of Finance and Town Council, and Board of Education if needed. Emergency meetings will be scheduled if necessary.

After all of the projects have been approved by Town Council the Finance Department will begin the process of establishing accounts for the approved programs. All appropriations will be established based upon the approved project cost and prepared by using the line item criteria established by the cost estimate forms. In addition, the

Finance Department will be responsible for the following:

- 1) Maintaining grant agreements;
- 2) Maintaining audit records;
- 3) Receiving and recording revenues;
- 4) Distributing payments;
- 5) Reconciling the general ledger;
- 6) Reconciling bank statements and investments; and
- 7) Monitoring department performance.

The Department Director or Project Manager will be responsible for the following:

- 1) Creating monthly project status reports;
- 2) Creating and maintaining project timetables;
- 3) Explaining project changes and/or cost overruns;
- 4) Providing updates to the Town Council;
- 5) Presenting projects to committee and the Town Council;
- 6) Completing data detail for the Finance Department; and
- 7) Estimating costs and/or staffing requirements.

**TOWN OF EAST HAMPTON
AGENDA REPORT**

AGENDA ITEM: 8d

DATE: August 12, 2014

SUBJECT: **Special Revenue Fund Policy**

DEPARTMENT: Finance

BACKGROUND

The Board of Finance at the request of Town Council has drafted a policy regarding the spending of funds in certain special revenue funds (policy attached).

RECOMMENDED MOTION

The Board of Finance recommends that the attached policy be approved.

ALTERNATIVE ACTIONS

Modify the proposed policy.

FISCAL IMPACT None.

EAST HAMPTON SPECIAL REVENUE FUNDS POLICY on USE of SURPLUS FUNDS

Definition

Special Revenue Funds are one the four classifications of *Non-major Governmental Funds*. These funds include:

Fund	Funding Source	Function	Type
Septage Disposal	Septage fees	Accumulation of resources for debt payment	1
Water System	User fees	Water operations	1
Public Safety	Fees	Police outside services	2
Culture & Recreation	User Fees	Recreation programs	2
School Cafeteria	Sale of lunches & grants	Cafeteria operations	1
Education	Federal & State grants	Education related programs	1
Public Works	Federal & State grants	Public works projects	1
Community Development	Federal grants	Town development programs	1
Civic & Human Svs.	Federal & State grants	Civic & human services & capital related purposes	1
Beneficial Assessment	Assessments	Accumulation of resources for debt payments	1
WPCA Joint Facilities	Member town fees	Regional sewer facility operations	1
WPCA Operating	User fees	Sewer operations	1

Special Revenue funds are classified into two main types: (1) those whose source of funds are grants, bequests, donation, gifts or whose sources are restricted by local, state and federal guidelines, who are exempt from this **Policy**; and (2) those whose funds are generated from user fees which are subject to the provisions of this **Policy**.

Several of the Type (2) Special Revenue funds have accumulated excess or surplus funds annually or over several years.

Policy

Departments subject to this Policy may request the use of excess funds to finance certain proposed capital projects which will reduce dependence on appropriations from general fund and lessen tax payer support. Such requests will be forthcoming by submission of request and need to the Town Manager who shall make his/her recommendation to the Board of Finance who shall make its recommendation to the Council for final approval.

Annually, at the last regular or special meeting before the close of the fiscal year, the Board of Finance shall review accumulated special revenue fund unrestricted balances for those funds designated Type (2) and where any unrestricted balance for a program exceeds \$50,000, shall recommend that such balance be transferred to the Capital Reserve Fund identified or reserved for future capital purposes relative to the source of the fund (i.e. police outside services for Public Safety). The recommendation must be approved by the Town Council before such transfer occurs.

Once transferred and deposited to the Capital Reserve Fund the Department must comply with the **Capital Reserve Fund Policy** prior to any expenditure.

Approved by the Board of Finance: June 16, 2014

**AGREEMENT
BETWEEN THE TOWN OF EAST HADDAM AND
THE TOWN OF EAST HAMPTON
FOR THE DETENTION AND CARE OF IMPOUNDED DOGS**

This agreement is made and entered into as of July 1, 2014 by and between the Town of East Haddam, a municipal corporation of the State of Connecticut and the Town of East Hampton, a municipal corporation of the State of Connecticut (the "Agreement").

RECITALS:

The Town of East Haddam, hereinafter referred to as "East Haddam," owns, operates and maintains a dog pound at 39 Nichols Road, East Haddam, Connecticut in accordance with Section 22-336 of the Connecticut General Statutes and regulations Sections 22-336-13 to 22-336-30, inclusive, adopted pursuant thereto (the "Pound").

The Town of East Hampton, hereinafter referred to as "East Hampton," desires to enter into this Agreement with East Haddam on the terms and conditions provided for below in order to comply with the requirements of said Section 22-336.

Each of East Haddam and East Hampton has a Municipal Animal Control Officer ("MACO") duly appointed under the provisions of Section 22-331.

East Haddam and East Hampton may be collectively referred to herein as the "Parties."

In consideration of and subject to the mutual covenants, agreements and conditions herein contained, the Parties agree as follows:

SECTION 1. USE of the EAST HADDAM DOG POUND

For a period of thirty-six months beginning July 1, 2014 and ending on June 30, 2017, unless sooner terminated by written agreement of the Parties as provided herein, East Haddam grants to East Hampton, subject to reasonable rules and regulations established by the East Haddam MACO, permission and a non-exclusive license to use the Pound for the detention and care of impounded dogs and other permitted animals. East Hampton shall pay to the Finance Administrator, Town of East Haddam, 7 Main Street, P.O. Box K, East Haddam, CT 06423, the fees on the date(s) established for payment, all as set forth in Appendix A of this Agreement, the terms of which are incorporated herein and made a part hereof, and referred to herein as "Annual Rent," and within thirty (30) days of billing any additional fees and reimbursements owed to East Haddam or incurred by East Haddam to or for the benefit of East Hampton, including but not limited to veterinary services and medicines, advertising and other actual costs of detention or care. East Haddam shall be responsible for maintaining the structural integrity of the Pound and providing food, water and supplies for use by East Hampton all as more particularly set forth in the "General Guidelines, Rules and Regulations" as shown on Appendix B attached hereto and made a part hereof. Space will be allocated in the Pound to East Hampton by the East Haddam MACO based on availability. East Hampton will be allocated up to four indoor/outdoor runs. It is the responsibility of the East Hampton MACO to arrange for a suitable facility to keep impounded dogs and other animals at East Hampton's sole cost when allocated indoor/outdoor runs are occupied and other space at the Pound is not available. When more animals are impounded than available space, animals impounded by East Haddam's MACO will be provided space ahead of animals impounded by East Hampton's MACO. East Hampton will be liable to pay all costs of keeping and maintaining animals impounded by East Hampton's MACO at facilities other than the Pound. For any dog or animal requiring special care at the time of impoundment, the MACO who impounds the dog or other animal shall be responsible for the animal's immediate care. If an animal impounded by the East Hampton MACO needs veterinary or other special care or treatment while at the Pound, the East Hampton MACO will bring the animal to a veterinarian of the MACO's choice and East Hampton

shall be responsible for payment of all costs for transportation and special services rendered.

SECTION 2. MAINTENANCE OF THE POUND

During the term of this Agreement, East Haddam agrees to maintain a suitable facility, approved by the State of Connecticut Commissioner of Agriculture for the detention and care of dogs and shall otherwise comply with Connecticut General Statutes, Section 22-336 and regulations Sections 22-336-13 to 22-336-30, inclusive, adopted pursuant thereto by the State of Connecticut, Commissioner, Department of Agriculture. Any dog or other animal required to be quarantined shall be quarantined, subject to available space, in an Isolation Area in accordance with provisions of said Section 22-358. Any space allocated to East Hampton shall be made comfortable for the detention and care of dogs impounded by East Hampton's MACO and such space shall be kept in sanitary condition by East Hampton's MACO.

SECTION 3. EAST HAMPTON AUTHORIZED PERSONNEL

Only the following East Hampton persons/officials are authorized to use the Pound under this Agreement: the Chief of Police, sworn officers of the East Hampton Police Department, the East Hampton MACO and any duly authorized and appointed assistant MACO, the "authorized personnel." The Town Manager of East Hampton shall provide to the East Haddam First Selectman the names of all currently authorized personnel and within 48 hours of any change the names and titles of any newly designated authorized personnel.

SECTION 4. COMPLIANCE WITH ORDINANCES AND REGULATIONS

All use of the Pound by East Hampton under the terms of this Agreement shall be in complete accord with all state and East Haddam laws, ordinances, rules and regulations now in effect or hereinafter adopted governing the use of the Pound.

Copies of local ordinances, rules and regulations shall be furnished to the Town Manager of the Town of East Hampton by the First Selectman of East Haddam. No increase to Annual Rent shall be made without the express written consent of East Hampton. No decrease to Annual Rent shall be made without the express written consent of East Haddam. East Hampton will comply with any order issued by or requirement of the Commissioner of Agriculture and pay the cost or its share of any cost, as the case may be, as a result of or associated with such order or other requirement, provided however, East Hampton shall not be required to pay to improve or construct, or, except as a result of East Hampton's negligence, repair the facilities at the Pound.

SECTION 5. EXTENSION/TERMINATION OF AGREEMENT

Either Town may terminate this Agreement by providing ninety (90) days written notice to the other, in the case of East Haddam to the First Selectman and in the case of East Hampton to the Town Manager (the Termination Notice"). The Termination Notice shall be sent by certified mail, return receipt requested, or hand delivered to the office of the First Selectman/Town Manager by a police officer or by a state marshal and shall be deemed received on the date the recipient of the Termination Notice signs the postal receipt or on the date of delivery as certified by the police officer or the state marshal in his or her return of service. Ninety days after such date shall be deemed the "Termination Date." In the event East Hampton terminates the Agreement, East Hampton shall pay the Annual Rent to the Termination Date. In the event East Haddam terminates this Agreement, East Hampton shall pay the Annual Rent to the Termination Date and be entitled to a refund of Annual Rent prepaid for any unused period of time after the Termination Date. East Haddam will entertain a request for an extension of this Agreement provided the request is made to the East Haddam First Selectman no later than December 31, 2016. All terms including Annual Rent will be negotiable. This Agreement does not extend or renew except on the signing of an extension or a new agreement by the Parties. Provided no extension or new agreement is entered into between the Parties, East Hampton shall cease its use and vacate the Pound including

all impounded animals, if not sooner, on June 30, 2017. East Haddam may, at any time, entertain discussion and enter into one or more agreements with other Connecticut municipalities concerning use of the Pound, which agreement(s) shall be made subject to East Hampton's contractual rights hereunder. East Haddam may, at any time, entertain discussion with contiguous towns concerning a regional dog pound facility served by a regional animal control officer in accordance with Connecticut General Statutes Section 22-331a. Notice of termination or earlier expiration of this Agreement shall be provided to the Commissioner of Agriculture.

SECTION 6. INSURANCE and INDEMNITY

East Haddam and East Hampton agree to indemnify and hold each other harmless from and against any claims, liabilities, actions, lawsuits, settlements, judgments, fines or any matter whatsoever pertaining to the capture and keeping of any animal taken into custody by either MACO within each town's respective jurisdictional limits. On the date of execution of this Agreement and on the first day of every year thereafter, East Haddam and East Hampton will exchange evidence of insurance coverage in the form of a Certificate of Insurance detailing the following: Commercial General Liability and Law Enforcement Liability Insurance, both in the minimum amount of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000; Statutory Workers Compensation Insurance, including employer's liability; and Automobile Insurance in the minimum amount of \$1,000,000 for personal injury or death including uninsured motorists coverage. East Hampton shall arrange to have East Haddam added as an additional insured to its Commercial General Liability and Law Enforcement Liability Insurance policies.

Section 7 ENTIRE AGREEMENT. This Agreement and Appendices A and B attached hereto contain all of the agreements between the Parties and constitute the entire agreement. No prior agreement or understanding shall be valid or of any force and effect and the promises, agreements and obligations contained herein can not be altered or modified except in writing signed by the Parties hereto.

In witness hereof, the parties have executed this document on the _____ day of _____, 2014.

FOR THE TOWN OF EAST HADDAM,
A MUNICIPAL CORPORATION:

First Selectman

WITNESSED:

FOR THE TOWN OF EAST HAMPTON,
A MUNICIPAL CORPORATION

Town Manager

WITNESSED:

APPENDIX A
ANNUAL RENT FOR THE USE OF THE EAST HADDAM POUND
BY
THE TOWN OF EAST HAMPTON, CONNECTICUT

<u>FISCAL PERIOD</u>	<u>ANNUAL FEE</u>
FY 2014-2015	\$6,000 (PAYABLE \$3,000 JULY 1, 2014 AND \$3,000 JANUARY 1, 2015)
FY 2015-2016	\$6,000 (PAYABLE \$3,000 JULY 1, 2015 AND \$3,000 JANUARY 1, 2016)
FY 2016-2017	\$6,000 (PAYABLE \$3,000 JULY 1, 2016 AND \$3,000 JANUARY 1, 2017)

NOTE: If the MACO responsible for the animals captured within the Town of East Hampton fails to provide daily feeding and care of the impounded animal and clean up the allocated space, a \$15.00 fee per day/per animal will be assessed against the Town of East Hampton.

The Town of East Hampton shall pay Annual Rent to the Finance Administrator, Town of East Haddam, 7 Main Street, P.O. Box K, East Haddam, CT 06423 in the amount and on the date provided for above and any additional fees within thirty (30) days of receipt of billing by the Town of East Haddam.

APPENDIX B
GENERAL GUIDELINES, RULES & REGULATIONS
FOR THE USE OF THE EAST HADDAM POUND
BY
THE TOWN OF EAST HAMPTON, CONNECTICUT

The following information is to be used in conjunction with existing Town of East Haddam Policies and Ordinances.

General Guidelines, Rules & Regulations:

- Each MACO is responsible for the animals captured within its municipality, which includes, but is not limited to, all applicable paperwork, collection of fees and release of the dog in custody. The MACO who takes custody of a dog or other animal assumes the responsibility for feeding and care of the animal and cleaning of the indoor/outdoor runs and pens for the duration of the impoundment.
- Food, water and maintenance supplies will be provided by the Town of East Haddam.
- Only a MACO is authorized to release dogs for adoption or redemption.
- The MACO that impounds a dog or other animal assumes the responsibility of providing any required special care, such as specific medical condition, and for administering such care. The goal is to provide such special care without error.
- East Haddam's MACO or his/her assistants are not permitted to provide assistance outside of East Haddam unless East Haddam has a mutual aid agreement with the municipality, even if the dog or other animal belongs to an East Haddam resident. The owner of the animal has the responsibility to claim the animal and pay all costs of the custodial municipality. Without a mutual

aid agreement, East Haddam will not cover the MACO if an incident were to occur while out of jurisdiction.

- The facility must be checked and made secure before leaving.
- The entrance gate must be kept locked at all times except during the regular working hours of the East Haddam Transfer Station.

Personal Items at the Pound:

- The Town is not and will not be held responsible for damage to personal items or equipment left at the pound. It is the MACO's responsibility not to leave such items unattended.
- Any items that belong to the Town of East Haddam shall not be removed from the premises or town van, whichever shall apply. Items include but are not limited to information of the care, health, sale or disposal of animals kept by the Town or informative memos from the First Selectman, Supervising Sergeant, lead Municipal Animal Control Officer or the State of Connecticut.

Heat and ventilation of the Dog Pound:

- Per Connecticut State Regulation 22-336-19 (a) thermostatically controlled clean and sanitary heat shall be provided to maintain a minimum temperature of fifty-five degrees (55 degrees) Fahrenheit at floor level. At no time shall the indoor temperature of the pound exceed ninety degrees (90 degrees) Fahrenheit.
- Please air out the kennels before you attend to daily business. Wet runs could lead to fungus problems. Opening window/doors for an hour or two quickens the drying process but do not forget to maintain the mandated room temperatures.

Kennels:

- Dogs in the outside enclosures are to be monitored and properly supervised to prevent incidents. All dogs are prohibited to roam freely in the office area.
- Immediately report any injury/accident at the dog pound, in writing, submitting the original to the First Selectman/Town Manager and a copy to your supervisor.
- There are two runs to be used for quarantine dogs only. If an emergency situation arises, the placement of a stray in one of the runs is permitted; however, the stray must be removed from that run the next business day, no exceptions.
- In the event the kennels are full and a licensed or stray dog is in custody, it is the responsibility of the respective MACO to arrange housing elsewhere if assigned runs are occupied based on each town's protocol.
- There shall be no feeding of outside food to the impounded dogs in the East Haddam Pound. Outside food shall be defined as, but not limited to, food that is intended for human consumption or bones originating from an animal skeleton (i.e., chicken or pork bones). Biscuit treats are available and are an acceptable food item. Foreign food items can cause unnecessary risk of injury to the impounded dogs, such as choking or allergic reactions, etc. The Town is responsible for the health of each dog in its care, which is why preventative measures must be taken.
- Blankets or towels are allowed in the kennel of an impounded dog as bedding for special cases only. It has been recommended by the State Department of Agriculture to discontinue the use of blankets and towels due to the possibility of the spread of germs and growth of bacteria. Please use your best judgment.

Quarantine of dog:

- Quarantine is a method of control to prevent the spread of rabies by limiting the freedom of movement. The dog or other animal must be isolated so as not

to come in contact with humans and all warm blooded animals, both domestic and wild. The dog shall be quarantined for a minimum period of fourteen days in accordance with C.G.S. Section 22-358. At the conclusion of the minimum period, said dog shall be evaluated by the MACO responsible for the dog and determine further appropriate actions to be taken, (i.e., release or continuance of quarantine or disposal of dog). If impounded at the East Haddam Pound, the MACOs are required to keep said dog inside a designated quarantine run when not under physical control so that no human or animal can make physical contact.

- Do not leave a quarantined dog unsupervised in an outside run.
- Regardless of the dog's medical history, such as being current on vaccination, quarantined dogs must remain separate even from other quarantined dogs throughout the duration of their isolation.
- No human or animal outside the immediate family and MACOs can make physical contact with a quarantine dog.
- When impounding a dog to be quarantined, all MACOs shall record in detail the necessary information pertaining to the quarantined dog. Include date of impoundment, date of conclusion of quarantine, reason for quarantine, special care/avoidance instructions, MACO in charge of dog, name of owner.

DRAFT

East Hampton Public Library Advisory Board Ordinance June 2014

I. Purpose

The purpose of the Board shall be to act as representatives of the public's library service interests and serve as liaison between the community and its municipal government.

II. Definitions

East Hampton Public Library- synonymous with public library or the library. Refers to both the physical location of 105 main street and all of the programs and operations originating from that address.

III. Duties

- A. The Board shall act as an advisory board to the East Hampton Public Library, a department of East Hampton municipal government.
- B. The Board shall assist in supporting the mission statement of the library.
- C. The Board shall assist in encouraging greatest use of East Hampton Public Library facilities, programs, and services for all East Hampton residents.
- D. The Board shall assist in interpreting and developing policies and guidelines for East public library services and programs, including general operating and collection development policies, with policy approval by the Town Council or approval delegated to the Town Manager.
- E. The Board shall assist in the library's long range planning process to include representative input and implementation and outcome evaluation components.
- F. The Board shall assist in ensuring the library has an active marketing program and support the ongoing development and implementation of same.
- G. The Board shall assist in researching, identifying and attempting to secure grant funding sources to forward or enhance the library's programs, services, and plans in an effort to accomplish the department's mission.
- H. The Board shall be familiar with local, state, and federal library laws as well as pending library legislation and work to educate the East Hampton general government on both the pros and cons for the library.
- I. The Board may advise and make recommendations to the Library Director with regard to public library services, programs, and plans.

IV. Establishment; organization.

- A. There shall be a Public Library Advisory Board in the Town of East Hampton, consisting of seven regular members, which shall be called the "East Hampton Public Library Advisory Board."
- B. Members shall be appointed by the Town Council and shall be selected as follows:
 - 1) Four regular members shall be members of the public, with both genders represented.

- 2) Two regular members shall be members of the public and represent the interests of the early childhood community, with both genders represented.
 - 3) One member shall be a member of the public 60 years of age or older.
 - 4) No more than four of said electors shall be members of the same political party.
- C. All members so appointed shall be persons interested in and committed to the delivery of library services in East Hampton and represent a broad spectrum of community interests, cultural experience, and expertise.
- D. Said Board shall elect its own officers, which shall include a Chairman and a Vice Chairman, and shall adopt their own rules and procedures.
- E. The Town Manager, or his/her designee shall be non-voting, ex officio members.

V. Membership; terms of appointment; compensation

In January of each year, the Town Council shall appoint members to replace those whose terms are expiring. All members shall be appointed to hold office for a period of three years, except for the initial appointments to hold office of which two regular members shall be for three years, two regular members for two years, one regular member for one year. Vacancies shall be filled for the unexpired portion of the term, and the Board may recommend a candidate to the Town Council to fill the vacancy. Members of the Board shall serve without compensation.



AGENDA
ITEM # 13

Office of the COLLECTOR OF REVENUE
NANCY HASSELMAN, CCMC
nhasselman@easthamptonct.gov

August 7, 2014

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$1,364.84.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

40°74	+
11°79	+
33°11	+
100°75	+
4°07	+
47°16	+
20°81	+
169°20	+
58°30	+
41°94	+
41°25	+
203°95	+
17°76	+
24°43	+
15°01	+
238°83	+
8°65	+
16°83	+
65°24	+
126°88	+
37°97	+
40°17	+
1,364°84	*
0°0	